



DRAFT PENDING LEGAL VERIFICATION

Thousand Network Governing Document

Application for Charity Incorporated Organisation
(‘Association’ Model Constitution)

Date of constitution (last amended):
October 2015

Introduction

The Thousand Network is a global community that works across sectors, borders and cultures and aims to help its members strive for their best potential. It uses a digital platform to connect its global community to work from a higher level of consciousness that replenishes themselves and the world around them. The Thousand Network welcomes new members who inspired and WOWs the community by their individual and community betterment goals.

Members make the impossible visible, and with the right guidance, propose new frameworks and define innovative tools and models to help one another to build their dreams. Thousand Network aims to inspire a wake up call. Members share their paths, learning and experiences without judgment.

Purpose of the Thousand Network

- i. The advancement of citizenship or community development;
- ii. The advancement of harmony;

Vision. A global community of exceptional, passionate pioneers who inspire and empower each other to create a better world.

Mission. To nurture a space for young pioneers from diverse backgrounds to develop meaningful relationships and discover resources to live fulfilling lives and lead positive change.

Values. Authentic relationships based on Curiosity / Audacity / Generosity / Playfulness / Vulnerability.

Benefits to the public include:

1. The promotion of global cohesion through members exemplifying key lessons in meeting their dreams
2. Effective, efficient and sustainable delivery of services to such communities
3. Increase in skills, competences and self-confidence on the part of members around the world

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CLAUSE 1. Name

Thousand Network

CLAUSE 2. National location of principal office

London, United Kingdom

CLAUSE 3. Objects

The objects of the CIO are to:

- To protect the values and philosophy of our community, and its brand through transparency and openness and translate direct value of the Thousand Network to the actions benefitting members and their local communities. And to remain curious and searching about the objects of this CIO, accepting that these may change over time with the global presence of hubs and communities around the world
- To identify talented minds and invite them to join our community and connect them together through their interests and empower them by increasing member self-confidence and ability to make an impact upon their own lives, their own community and society generally using the Thousand Network methodology and tools to communicate internal and external value.
- To promote global connectedness between persons of different groups by holding an annual global summit and supporting regional retreats that nurture networking and the sharing of experiences as part of the learning process. This enables members to consolidate and build upon existing skills. Thus fostering community development and the potential of members to take responsibility by becoming voluntary ambassadors.

CLAUSE 4. Powers

The CIO has power to do anything which is calculated to further its object[s] or is conducive or incidental to doing so. In particular, the CIO's powers include power to:

- Employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may cover the expenses of charity trustee only to the extent that it is permitted to do so by clause 6 (benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of those clauses.
- Raise funds to employ a professional community-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.
- To further the purpose of the CIO

CLAUSE 5. Application of income and property

(1) The income and property of the CIO must be applied solely towards the promotion of the objects.

(a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by themselves when acting on behalf of the CIO.

(b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

(2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This does not prevent a member who is not also a charity trustee receiving:

(a) A benefit from the CIO as a beneficiary of the CIO;

(b) Reasonable and proper remuneration for any goods or services supplied to the CIO.

(3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment, which is authorised by Clause 6.

CLAUSE 6. Benefits and payments to charity trustees and connected persons

(1) General provisions

No charity trustee or connected person may:

(a) Buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

(b) Sell goods, services, or any interest in land to the CIO.

Unless the payment or benefit is permitted by sub-clause (2) of this clause, or authorised by the court or the prior written consent of the Charity Commission ("the Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees' or connected persons' benefits

(a) A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.

(b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.

(c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.

(d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

(e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

(f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

(3) Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2)

(c) of this clause if each of the following conditions is satisfied:

(a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).

(b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

(c) The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.

(d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.

(e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.

(f) The reason for their decision is recorded by the charity trustees.

(g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

(4) In sub-clauses (2) and (3) of this clause:

(a) “The CIO” includes any company in which the CIO:

- (i) Holds more than 50% of the shares; or
 - (ii) Controls more than 50% of the voting rights attached to the shares; or
 - (iii) Has the right to appoint one or more directors to the board of the company.
- (b) “Connected person” includes any person within the definition set out in clause [30] (Interpretation).

CLAUSE 7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

- (1) Declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- (2) Absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting themselves from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

CLAUSE 8. Liability of members to contribute to the assets of the CIO if it is wound up

- (1) If the CIO is wound up, each member of the CIO is liable to contribute to the assets of the CIO such amount (but not more than an equal share divided by all members) as may be required for payment of the debts and liabilities of the CIO contracted before that person or organisation ceases to be a member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members among themselves.
- (2) In sub-clause (1) of this clause “member” includes any person or organisation that was a member of the CIO within 12 months before the commencement of the winding up.
- (3) But subject to that, the members of the CIO have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

CLAUSE 9. Membership of the CIO

- (1) Admission of new members
 - (a) Eligibility

Membership of the CIO is open to anyone (below age 30) who is interested in furthering the purposes of the Thousand Network, and who, by applying for membership, has indicated their agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause.

(b) Admission procedure is through a local Hub

Applications decided by each respective Hub albeit with the clear expectation that consistency with the community exists with support from the community managers.

(c) New members apply by application

(d) Due diligence takes place on new members for any potential association with which the Thousand Network would deem inappropriate.

The charity trustees:

(i) Shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 30 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and

(ii) Shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of keep the application for membership shall be final.

(iii) May – if they so decide – delegate any or all aspects of dealing with membership applications to some or all-local chapters, including the decision to approve or refuse applications received.

(2) Transfer of membership

Membership of the CIO cannot be transferred to anyone else.

(3) Duty of members

It is the duty of each member of the CIO to exercise their powers as a member of the CIO in the way they decide in good faith would be most likely to further the purposes of the CIO by:

(a) Upholding the values of the Thousand Network in all activities related to the community as well as in their daily lives with respect, decorum and common sense.

(b) Voting for community decisions where they are necessary.

(c) Members have the right to access all financials, meeting notes, Board minutes, rationale behind Board decisions, receipts, and any other documentation or information created by or maintained by the Board, Staff, and Ambassadors.

- (d) Members have the right to elect board representatives through a fair election process. Members can run for elections.
- (e) Members have the right to publicly identify themselves as members of this community
- (f) Members have the right to form committees to address internal community issues.
- (g) Personal information of other members should not be used for self-promotion.
- (h) Members are encouraged to maintain their presence online through the Facebook Group and any future platforms. Attendance to local events and global summits are advised to maintain the serendipitous encounters the community strongly believes in. Lack of any engagement through local/global/online/offline events will, similar to voting, provide a basis for membership removal.

(4) Termination of membership

(a) Membership of the CIO comes to an end if:

- (i) The member sends a notice of resignation to the charity trustees; or
- (ii) Any sum of money owed by the member to the CIO is not paid in full within one month of its falling due; or
- (iii) The charity trustees decide that it is in the best interests of the CIO that the member in question should be removed from membership, and pass a resolution to that effect; or

(b) The regular and hoped-for procedure for termination of membership should occur in the spirit of mutual understanding and should lead to the resignation by the members themselves. To facilitate this approach, a general conflict resolution mechanism (to be specified by the community) will be employed at the hub level to resolve any issues, which might lead to the termination of membership. This mechanism should happen at the home hub level, and can be called into effect by any member of the CIO

(c) Before the charity trustees take any decision to remove someone from membership of the CIO they must:

- (i) Inform the member of the reasons why it is proposed to remove him, her or it from membership;
- (ii) Refer the case to a local hub for resolution (see b). If the issue is reported unresolved by the local hub after a period of 20 days, proceed with (ii):
- (iii) Give the member at least 21 clear days notice in which to make representations to the charity trustees as to why he, she or it should not be removed from membership.

(5) Membership Contribution

The CIO may require members to pay reasonable membership contribution to the CIO.

CLAUSE 10. Members' decisions

(1) General provisions

Except for those decisions that must be taken in a particular way as indicated in sub-clause (4) of this clause, decisions of the members of the CIO may be taken either by vote at a general meeting as provided in sub-clause (2) of this clause or by written resolution as provided in sub-clause (3) of this clause.

(2) Taking ordinary decisions by vote

Subject to sub-clause (4) of this clause, any decision of the members of the CIO may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting or through an Internet poll.

(3) Taking ordinary decisions by written resolution without a general meeting

(a) Subject to sub-clause (4) of this clause, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:

(i) A copy of the proposed resolution has been sent to all the members eligible to vote; and

(ii) A simple majority of members has signified its agreement to the resolution in a document or documents, which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

(b) The resolution in writing may comprise several copies to which one or more members have signified their agreement.

(c) Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated in accordance with paragraph (a) above.

(d) Not less than 10% of the members of the CIO may request the charity trustees to make a proposal for decision by the members.

(e) The charity trustees must within 21 days of receiving such a request comply with it if:

(i) The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material.

(ii) The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and

(iii) Effect can lawfully be given to the proposal if it is so agreed.

(f) Sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members.

(4) Decisions that must be taken in a particular way

- (a) To remove trustees a vote by majority of the community (50%)
- (b) Any decision to amend this constitution must be taken in accordance with clause [30] of this constitution (Amendment of Constitution).
- (c) Any decision to wind up or dissolve the CIO must be taken in accordance with clause [31] of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

CLAUSE 11. General meetings of members

(1) Types of general meeting

There must be an annual general meeting (Global Summit) of the members of the CIO. The first Global Summit must be held within 18 months of the registration of the CIO, and subsequent Global Summits must be held at intervals of not more than 15 months. The Global Summit must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report, and must elect trustees as required under clause [13].

Other general meetings of the members of the CIO may be held at any time.

All general meetings must be held in accordance with the following provisions.

(2) Calling general meetings

(a) The charity trustees:

- (i) Must call the Global Summit of the members of the CIO in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and
- (ii) May call any other general meeting of the members at any time.

(b) The charity trustees must, within 21 days, call a general meeting of the members of the CIO if:

- (i) They receive a request to do so from at least 10% of the members of the CIO; and
- (ii) The request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

(c) If, at the time of any such request, there has not been any general meeting of the members of the CIO for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%.

(d) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

(e) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

(3) Notice of general meetings

(a) If it is agreed, the majority of votes any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (3) (a) of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.

(b) The notice of any general meeting must:

(i) State the time and date of the meeting:

(ii) Give the address at which the meeting is to take place.

(iii) Give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and

(iv) If a proposal to alter the constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration.

(v) Include, with the notice for the Global Summit, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as trustee, or where allowed under clause [22] (Use of electronic communication), details of where the information may be found on the CIO's website.

(d) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

(e) The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the CIO.

(4) Chairing of general meetings

The person nominated as Chair by the charity trustees under clause [19](2) (Chairing of meetings), shall, if present at the Global Summit and willing to act, preside as Chair of the meeting. Subject to that, the members of the CIO who are present at a general meeting shall elect a Chair to preside at the meeting.

(5) Quorum at general meetings

(a) No business may be transacted at any general meeting of the members of the CIO unless a trustee quorum is present when the meeting starts.

(b) An organisation represented by a person present at the meeting in accordance with sub-clause (7) of this clause, is counted as being present in person.

(c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.

(d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must [either be announced by the chair or] be notified to the CIO's members at least seven clear days before the date on which it will resume.

(e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.

(f) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

(6) Voting at general meetings

(a) Any decision other than one falling within clause [10(4)] (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting. Every member has one vote.

(b) A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.

(c) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner, as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.

(d) A poll may be taken:

(i) At the meeting at which it was demanded; or

(ii) At some other time and place specified by the chair; or

(iii) Through the use of electronic communications.

(e) In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.

(f) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

(7) Adjournment of meetings

The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business, which could properly have been transacted at the original meeting.

CLAUSE 12. Charity trustees

(1) Functions and duties of charity trustees

The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

- (a) To exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- (b) To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - (i) Any special knowledge or experience that he or she has or holds himself or herself out as having; and
 - (ii) If he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.
- (c) Submit annual accounts to the Charity Commission

(2) Eligibility for trusteeship

- (a) Some charity trustees must be members of the CIO.
- (b) No one may be appointed as a charity trustee if he or she is under the age of 16 years; or
- (c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

(3) Number of charity trustees

- (a) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.
- (b) There is no maximum number of charity trustees that may be appointed to the CIO.
- (c) The maximum number of charity trustees that can be appointed is as provided in sub-clause (a) of this clause. No trustee appointment may be made in excess of these provisions.

(4) First charity trustees

The first charity trustees of the CIO are –

[INSERT NAMES]

CLAUSE 13. Appointment of charity trustees

(1) Elected charity trustees

- (a) Before every [subsequent] annual general meeting of the members of the CIO, any new trustees will be announced to the community.

(b) The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause [15] (Retirement and removal of charity trustees), or as an additional charity trustee.

CLAUSE 14. Information for new charity trustees

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- (a) A copy of this constitution and any amendments made to it; and
- (b) A copy of the CIO's latest trustees' annual report and statement of accounts.

CLAUSE 15. Retirement and removal of charity trustees

(1) A charity trustee ceases to hold office if they:

- (a) Retire by notifying the CIO in writing.
- (b) Is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
- (c) Die;
- (d) In the written opinion, given to the company, of a registered medical practitioner treating that person has become physically or mentally incapable of acting as a director and may remain so for more than three months.
- (e) Is removed by the members of the CIO in accordance with sub-clause (2) of this clause; or
- (f) Is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

(2) A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause [11], and the resolution is passed by a majority of votes cast at the meeting.

(3) A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.

CLAUSE 16. Reappointment of charity trustees

Any person who retires as a charity trustee or by giving notice to the CIO is eligible for reappointment. A charity trustee who has served for two consecutive terms may not be reappointed for a third consecutive.

CLAUSE 17. Taking of decisions by charity trustees

Any decision may be taken either:

At a meeting of the charity trustees; or

By resolution in writing or electronic form agreed by all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more charity trustees has signified their agreement.

CLAUSE 18. Delegation by charity trustees

(1) The charity trustees may delegate any of their powers or functions to the HQ committee or to local hubs, and, if they do, they must determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

(2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements -

- (a) A committee may consist of two or more persons to promote the community management and expansion of Thousand Network
- (b) The acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
- (c) The charity trustees shall from time to time review the arrangements, which they have made for the delegation of their powers.

CLAUSE 19. Meetings and proceedings of charity trustees

(1) Calling meetings

- (a) Any charity trustee may call a meeting of the charity trustees.
- (b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(2) Chairing of meetings

The charity trustees may appoint one of their numbers to chair their meetings and may at any time revoke such appointment. If no one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their members to chair that meeting.

(3) Procedure at meetings

(a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

(b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.

(4) Participation in meetings by electronic means

(a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.

(b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

(c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

CLAUSE 20 Appointment of Ambassadors

An Ambassador is a local hub facilitator.

(1) Responsibilities

(a) Ambassadors are responsible for recruiting a new cohort of members every year to maintain fresh energy within the community.

(b) Ambassadors are responsible for bridging communications between Head Quarters (HQ), consisting of community managers and the trustees, and their local hubs. They ensure constant and regular communications with their hub members highlighting community events, member's updates and any communication from HQ.

(c) Ambassadors also facilitate event-management and engagement of members in creative ways.

(d) Ambassadors are responsible for facilitating the organization of local hub retreats.

(e) As the key facilitators for their hubs, Ambassadors are also responsible for maintaining an updated list of hub members with accurate contact information, shared with HQ.

(f) Ambassadors are responsible for recruiting new ambassadors in place of themselves.

(2) Term

Ambassadors serve a two - year term

(3) Selection

Members who have been part of the community for one year and have attended a retreat may nominate their interest to current Ambassadors. Current Ambassadors with their local community appoint new Ambassadors.

(4) Engagement

Each Ambassador is required to maintain a healthy relationship with local members, global visiting members, HQ as well as the Board.

(5) Conflict Resolution

Ambassadors will mediate any disputes in the local community before escalating issues to the Board.

(6) Initiation of New Hub

A new hub may be initiated by an Ambassador with the prior approval of HQ or trustees, as applicable.

CLAUSE 21 Head Quarters (HQ)

HQ is a full time operational team of members who facilitate the community globally. Everything that is not covered in this document is left to the discretion of the local Hubs and Ambassadors.

(1) Eligibility

(1) Responsibilities.

I. The HQ team is supporting the Ambassadors and Trustees in leading the community globally in the following way:

- (a) Best practices. Sharing best practices globally amongst hubs, ambassadors and members to maintain consistency
- (b) Ambassador townhalls. Connecting ambassadors through regular meetings.
- (c) Assisting with application review
- (d) Coaching local hub teams whenever requested

II. The HQ team is collectively responsible for the following:

- (d) Community growth. Facilitating the opening of new hubs to ensure our community's global reach.
- (f) Community communications. Regularly updating the newsletter, blog, social media and other properties to ensure proper, regular and transparent communications with community members as well as the public
- (g) Global summit. Coordinate the organization of an annual Global Summit for the community to come together.
- (h) Global retreat calendar. Maintaining and updating a global retreat calendar taking into account all hub retreats so members can easily know where to go when

- (i) Inbound. Managing inbound inquiries from potential applicants, sponsors, partners, or press.
- (j) Partnerships. Developing partnerships with other organizations to obtain benefits for community members.
- (k) Press. Responding to press inquiries in a timely and appropriate manner.

(2) Employment. The HQ team is employed full/part time by the legal entity that represents our community.

(3) Salary. A salary of the HQ team may be paid for thanks to member contribution.

(4) The CIO must aid in the on boarding of new members. This is done by sharing with new members:

- a. The manner of introduction to the community, pre-application (introduction by ambassadors to local hubs), and during application (interviews by global ambassadors) is important to establish rapport with new members.
- b. Etiquette of emails, blogs, FB posts: suggestions and using info of members
- c. Unplugging at retreats (format of retreats).
- d. Identify what to expect from the community and what is expected of you.

CLAUSE 22. Saving provisions

(1) Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

Who was disqualified from holding office;

Who had previously retired or who had been obliged by the constitution to vacate office;

Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

If, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

(2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

CLAUSE 23. Execution of documents

- (1) The CIO shall execute documents either by signature or by affixing its logo.
- (2) A document is validly executed by signature if it is signed by at least two of the charity trustees.
- (3) If the CIO has a logo:
 - (a) It must comply with the provisions of the General Regulations; and
 - (b) It must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two charity trustees.

CLAUSE 24. Use of electronic communications

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- (a) The requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- (b) Any requirements to provide information to the Commission in a particular form or manner.

CLAUSE 25. Keeping of Registers

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

CLAUSE 26. Minutes

The charity trustees must keep minutes of all:

- (1) Appointments of officers made by the charity trustees;
- (2) Proceedings at general meetings of the CIO;
- (3) Meetings of the charity trustees and committees of charity trustees including:
 - The names of the trustees present at the meeting;
 - The decisions made at the meetings; and
 - Where appropriate the reasons for the decisions;
- (4) Decisions made by the charity trustees otherwise than in meetings.

CLAUSE 27. Accounting records, accounts, annual reports and returns, register maintenance

(1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year-end.

(2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

CLAUSE 28. Rules

The charity trustees may from time to time make such reasonable and proper rules or bylaws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bylaws must not be inconsistent with any provision of this constitution. Copies of any such rules or bylaws currently in force must be made available to any member of the CIO on request.

CLAUSE 29. Disputes

If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation. Hubs are given the power to mediate between members where possible.

CLAUSE 30. Amendment of constitution

As provided by clauses 224-227 of the Charities Act 2011:

(1) This constitution can only be amended by a resolution passed by a majority of votes cast at a general meeting of the members of the CIO.

(2) Any alteration of clause 3 (Objects), clause [31] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

(3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

(4) A copy of any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

CLAUSE 31. Voluntary winding up or dissolution

(1) As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:

(a) At a general meeting of the members of the CIO called in accordance with clause [11] (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

(i) By a resolution passed by a majority of those voting, or

(ii) By a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting;
or

(b) By a resolution agreed in writing by all members of the CIO.

(2) Subject to the payment of all the CIO's debts: (a) Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.

(b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.

(c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.

(3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:

(a) The charity trustees must send with their application to the Commission:

(i) A copy of the resolution passed by the members of the CIO;

(ii) A declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and

(iii) A statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;

(b) The charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.

(4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

CLAUSE 32. Interpretation

In this constitution:

“Connected person” means:

(a) A child, parent, grandchild, grandparent, brother or sister of the charity trustee;

(b) The spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;

- (c) A person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;
- (d) An institution, which is controlled –
 - (i) By the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - (ii) By two or more persons falling within sub-clause (d)(i), when taken together
- (e) A body corporate in which –
 - (i) The charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) Two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with [section 7 of the Charities and Trustee Investment (Scotland) Act 2005] and [section 2 of the Charities Act (Northern Ireland) 2008].

Section 118 of the Charities Act 2011 applies for the purposes of interpreting the terms used in this constitution.

“General Regulations” mean the Charitable Incorporated Organisations (General) Regulations 2012.

“Dissolution Regulations” mean the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The “Communications Provisions” means the Communications Provisions in [Part 10, Chapter 4] of the General Regulations.

“Charity trustee” means a charity trustee of the CIO.

A “poll” means a counted vote or ballot, usually (but not necessarily) in writing